



Company is in violation of current CBA Article 17 and any others that may apply. Group benefits are not being offered in accordance with benefits discussed during negotiation in 2019. Employees are offered only one medical option and not receiving the proper opt out monies.

IAM sought the following relief:

Offer medical plan/group benefits as negotiated, offer opt out monies in accordance with tier employee properly qualifies for.

7. DRG informed IAM on September 19, 2019, that IAM's Grievance was not properly submitted because it was not submitted to DRG's COO as required by the CBA.

8. The CBA provides in Article 6, Section 2 (Step 3) and/or in Section 4, that IAM "shall begin . . . matters dealing with the interpretation or application of terms" of the CBA by submitting a grievance to DRG's COO within five work days, and that failure to timely comply with this requirement "will be deemed an abandonment of the grievance, and the matter will be closed."

9. IAM failed to properly timely submit the grievance so the matter has been deemed abandoned and closed by the clear terms of the CBA.

10. Nevertheless, IAM continues to contend that DRG is required by the CBA to consider the grievance, and to participate in arbitration to determine the timeliness and/or merits of the grievance.

11. The CBA provides employees may elect to purchase an IAM medical plan. If they do not so elect, the employees receive a specified additional amount of money per hour, known as "cash in lieu." DRG has fully complied with these provisions in the CBA. IAM claims the CBA requires DRG to offer employees more options and/or to pay them more than the specified "cash in lieu."

**COUNT I – DECLARATORY JUDGMENT**

12. There exists between the parties an actual controversy concerning the proper interpretation of the CBA, which entitles DRG to seek a declaratory judgment under 28 O.S. § 2201.

13. The Court should declare that, according to the unambiguous terms of the CBA, IAM's grievance has been deemed abandoned and it is closed.

**COUNT II – ALTERNATIVE DECLARATORY JUDGMENT**

14. If the Court finds the grievance can be considered as a breach of contract action outside the grievance procedure, there then will exist between the parties an actual controversy concerning the proper interpretation of the CBA, and the Court should then declare that DRG has fully complied with the CBA as it relates to the subjects of IAM's grievance.

**PRAYER**

DRG respectfully prays for declaratory judgment as described above, and for such other relief, including costs and attorney fees, as may be allowed by law.

Respectfully submitted,

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